

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | |
|--|--|-----------------------------|---------------------------------------|-------------|-----------------------|--|------------|---------------------------------------|--|
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>GST International LLC</td> <td></td> <td>12/28/2012</td> <td>LIMITED LIABILITY COMPANY: CALIFORNIA</td> </tr> </table> | Name | Formerly | Execution Date | Entity Type | GST International LLC | | 12/28/2012 | LIMITED LIABILITY COMPANY: CALIFORNIA | |
| Name | Formerly | Execution Date | Entity Type | | | | | | |
| GST International LLC | | 12/28/2012 | LIMITED LIABILITY COMPANY: CALIFORNIA | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | |
| Name: | GST International, Inc. | | | | | | | | |
| Street Address: | 940 Spice Islands Drive | | | | | | | | |
| City: | Sparks | | | | | | | | |
| State/Country: | NEVADA | | | | | | | | |
| Postal Code: | 89431 | | | | | | | | |
| Entity Type: | CORPORATION: NEVADA | | | | | | | | |
| PROPERTY NUMBERS Total: 7 | | | | | | | | | |
| Property Type | Number | Word Mark | | | | | | | |
| Serial Number: | 77450859 | ULTRAGREEN CONCRETE | | | | | | | |
| Serial Number: | 77771100 | CLEAN CONCRETE | | | | | | | |
| Serial Number: | 85676386 | ELEPHANT ARMOR | | | | | | | |
| Serial Number: | 85745316 | RAPID ARMOR | | | | | | | |
| Registration Number: | 4019921 | CLEAN CONCRETE TECHNOLOGIES | | | | | | | |
| Registration Number: | 4118920 | CLEANCRETE | | | | | | | |
| Registration Number: | 4109223 | CLEANMIX | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | |
| Fax Number: | | | | | | | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | | | | | | | |
| Phone: | 215-853-8259 | | | | | | | | |
| Email: | sfarmer@patentstrademarks.com | | | | | | | | |
| Correspondent Name: | Shawn R. Farmer | | | | | | | | |
| Address Line 1: | 100 W. Main St. | | | | | | | | |

900242676

TRADEMARK
REEL: 004931 FRAME: 0655

OP \$190.00 77450859

Address Line 2: Suite 205
Address Line 4: Lansdale, PENNSYLVANIA 19446

ATTORNEY DOCKET NUMBER: 1503

NAME OF SUBMITTER: Shawn R. Farmer

Signature: /Shawn R. Farmer/

Date: 12/29/2012

Total Attachments: 1
source=1503 GST International Assignment_Signed#page1.tif

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made the 28 day of December, 2012, by and between GST International, LLC ("Assignor"), a Limited Liability Company organized under the laws of California with a principal place of business at 555 5th St., Suite 300d, Santa Rosa, California 95401, and GST International, Inc. ("Assignee"), a Corporation organized under the laws of Nevada with a principal place of business at 940 Spice Islands Drive, Sparks, Nevada 89431;

WHEREAS, Assignor is the owner of pending U.S. trademark application Serial Nos. 77/450859, 77/771100, 85/676386, 85/745316 and registered U.S. trademarks Reg. Nos. 4019921, 4118920, 4109223 (hereinafter, the "Marks");

WHEREAS, Assignee seeks to acquire the Marks, together with the goodwill of the business associated with the Marks and the registration thereof, in a form acceptable for recordation by the United States Patent and Trademark Office; and

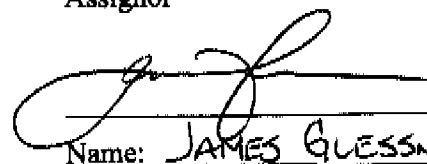
WHEREAS, Assignee is the successor to the portion of the ongoing business of Assignor to which the Marks pertain, as permitted by 15 U.S.C. §1060(a)(1).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, together with the goodwill of the business associated with the Marks, the right to license and sublicense the Marks, and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, licensees, and legal representatives.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by the undersigned authorized representatives.

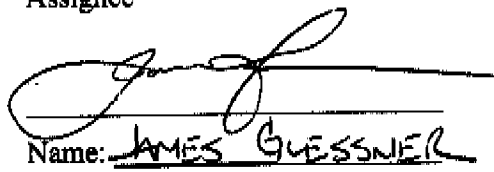
GST International, LLC

Assignor


Name: JAMES GUESSNER
Title: GENERAL MANAGER
Date: 12/28/2012

GST International, Inc.

Assignee


Name: JAMES GUESSNER
Title: PRESIDENT
Date: 12/28/12